

AGREEMENT

Between

THE TOWNSHIP OF WASHINGTON

And The

WASHINGTON TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

January 1, 2003 - December 31, 2005

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AGREEMENT FOR
WASHINGTON TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

This Agreement, entered into this *6th* day of *June* *2003*, by and between the Township of Washington, of the County of Morris and State of New Jersey, hereinafter called the "Township" and the Washington Township Superior Officer's Association, hereinafter called "Superiors," representing the complete and final understanding on all bargainable issues between the Township and the Superiors.

Superiors defined are the Lieutenants and Captains of the Washington Township Police Department.

ARTICLE I
TERM OF AGREEMENT

The term of this Agreement shall be for the period commencing January 1, 2003 and ending December 31, 2005.

ARTICLE II
RECOGNITION AND SCOPE

The Township hereby recognizes Washington Township Superior Officer's Association, as the sole and exclusive negotiating unit for all Captains and Lieutenants in the Washington Township Police Department under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all wages, rights and working conditions of the Washington Township Police Department Superior Officers.

ARTICLE III
CONDITION OF OUTSIDE EMPLOYMENT

The Township agrees that outside employment by the members of the Superior Officer's Association may be permitted by the Chief of Police providing the activities do not interfere with the employment or duties required by the Township for police employment. It is recognized and acknowledged that their duties as police officers must be fulfilled without impairment from outside employment.

ARTICLE IV
GRIEVANCE

The employee shall have the right to take a grievance on any issue involving his working conditions, employment and infringement of rights arising under this contract.

Any Public Employee taking a grievance under this contract shall, at his request, have as assistance a representative and/or an attorney of his choosing at the second level or any succeeding level.

Any representative chosen by the grievant from the ranks of the Washington Township Superior Officers Association shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

Any grievance which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance which may arise out of or between the Public Employee concerning any matter which is related to or affects the Public Employee in his capacity as a Superior shall be settled in the following manner:

1. The Public Employee having a grievance shall give notice of the grievance to the Chief of Police within ten days (10) of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

ARTICLE IV
GRIEVANCE (CONTINUED)

2. In the event that the grievance is not settled or resolved within ten (10) days from the date written notice was given, the Chief shall forward a copy of the grievance to the Mayor of the Township of Washington together with the action taken by the Chief of Police. It shall then be incumbent upon the Mayor of the Township to arrange a meeting at a reasonable time and place at which time the Public Employee and his representative and/or attorney of his choosing serving notice of the grievance shall be given an opportunity to be heard by the Township Committee.
3. If the grievance is not settled or resolved at the Township Committee level, the aggrieved employee shall have the right to submit the grievance to binding arbitration within fifteen (15) days in accordance with the rules and procedures of the New Jersey State Board of Mediation.
 - a. The arbitrator's decision shall be set down in writing, and shall set forth his findings of fact, reasoning and shall be without power to make any decision which requires the commission of any act prohibited by law, or which is in violation of the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously, and shall be binding on both sides.

ARTICLE IV
GRIEVANCE (CONTINUED)

- b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Public Employee. Any other expenses incurred shall be paid by the party incurring same.
- c. All actions taken on grievances must be reduced to writing and a copy supplied to the Public Employee.
- d. A grievance or dispute shall be deemed settled and resolved if, during any step in the grievance procedure, the Public Employee entertaining the grievance gives written notice that the matter has been settled to his/her satisfaction. Said written notice may be by notation upon the original notice of the grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.

ARTICLE V
SALARIES

Salaries for Captains and Lieutenants are set forth as follows:

| | 1/1/03 | 1/1/04 | 1/1/05 |
|------------|----------|----------|----------|
| Lieutenant | | | |
| Step 1 | \$79,866 | \$83,460 | \$87,215 |
| Step 2 | \$83,328 | \$87,077 | \$90,996 |
| Step 3 | \$86,788 | \$90,694 | \$94,775 |
| Captain | | | |
| Step 1 | \$82,182 | \$85,880 | \$89,745 |
| Step 2 | \$86,548 | \$90,443 | \$94,513 |
| Step 3 | \$90,914 | \$95,005 | \$99,280 |

- A. If a Lieutenant is promoted to the rank of Captain, he/she will assume the same step for the rank of Captain as in the previous Lieutenant step (ie., Step #2 Lieutenant = Step #2 Captain; Step #3 or more years as Lieutenant = Step #3 Captain.
- B. Salary step increments for Lieutenants and Captains shall take place on the date of promotion to that rank and annually thereafter on the anniversary date of promotion.

ARTICLE V
SALARIES (CONTINUED)

C. Longevity payable under this Agreement shall be considered part of, and reported to the New Jersey Division of Pensions as, part of the regular base rate of compensation. However, no such amounts shall be included in the calculation of negotiated annual salary increases under this Agreement. As used in this paragraph, "service" shall include all years of employment which are credited to the officer for purposes of the New Jersey State Pension System.

ARTICLE VI
OVERTIME AND SPECIAL DUTY

A. The work week and salary for the Washington Township Superior Officers Association shall be computed on the basis of a forty hour week. Said week shall be determined in accordance with the rotating shift schedule prepared by the Chief of Police.

B. On certain occasions, Superiors may be required to work overtime. The following rules will apply for the years 2003 through 2005

1. Exceptional overtime will be compensated at the rate of one and one-half times the salary after 40 hours for all hours assigned and worked. Exceptional overtime shall mean items such as natural disaster, massive explosion, etc.
2. In lieu of any overtime or other payment, employees will be paid at the flat rate of \$46.00 per hour for 2003, \$48.00 per hour for 2004 and \$50.00 per hour for 2005 for "Contractors" work, which is scheduled through the Township and reimbursed to the Township by the Contractor. The Contractor rates for the year 2003 will become effective upon execution of this contract by both parties.

C. The Township agrees to pay overtime after 40 hours when an off-duty

ARTICLE VI
OVERTIME AND SPECIAL DUTY (CONTINUED)

Superior is called out of his home for unscheduled duty such as:
special raids, fatality investigations or emergency duty.

- D. Compensatory time may be allowed and shall be earned at time and one-half after 40 hours. Compensatory time may be taken only with prior approval of the Chief of Police or his designee based on manpower needs and other departmental requirements to be spelled out and included in the Rules and Regulations.
- E. The Township reserves the right to call no more than three (3) full staff departmental meetings per year that are mandatory in attendance and without compensation to the officer.

ARTICLE VII
HOLIDAYS

Full time employees shall receive twelve (12) paid holidays as per Washington Township Ordinance.

The above days are to be taken as holidays, except pursuant to the following:

A. For the year 2003 a total of two days of the holiday day pay will be included in the base salary for distribution every other week. This compensation will not become part of the base for salary increase purposes.

B. For the year 2004 and 2005 a total of four days per year of the holiday day pay will be included in the base salary for distribution every other week. This compensation will not become part of the base for salary increase purposes.

C. Compensation for these holidays shall be paid at a rate equal to the hourly wage of the Superior.

ARTICLE VIII
COLLEGE INCENTIVE

All full time members of the Washington Police Department are eligible to receive annual compensation for college credits or tuition based on the following plans:

PLAN A: For all members of the Department employed prior to December 31, 1988, and continuing for the full term of their employment, payment will be made at the rate of \$14.00 for each credit attained. These credits must be acceptable at an accredited college towards an Associates or Bachelors degree in Law Enforcement, Criminal Justice, Public Administration or Police Administration ("Approved Degree Programs"). Payment is to be made after the Officer presents a voucher approved by the Chief of Police and acceptable documentation. Acceptable documentation shall be all of the following: (1) a legible transcript from the college/university showing courses taken and grades attained; (2) copy of college/university requirement for degree being pursued, including required total credits for degree. No credit will be considered if a minimum grade of "C" or its equivalent (or a passing grade for a pass/fail course) has not been awarded in the subject. Annual compensation for college incentive shall be allowed while the Officer is actively pursuing credits toward a degree.

The levels set forth are to be used in determining active pursuit of degree:

- Level No. 1 - 12 credits up to and including 23 credits
- Level No. 2 - 23 credits up to and including 35 credits
- Level No. 3 - 36 credits up to and including 50 credits
- Level No. 4 - 51 credits up to and including 65 credits
- Level No. 5 - Associates of Arts Degree
- Level No. 6 - 79 credits up to and including 90 credits
- Level No. 7 - 91 credits up to and including 102 credits
- Level No. 8 - 103 credits up to and including 117 credits
- Level No. 9 - 118 credits up to and including 130 credits
- Level No. 10 - Bachelor's Degree - Maximum of \$1,680.00

Failure to increase from one level to a higher level within two-(2) year period shall cause the compensation to revert to a five (5) if above such level, and revert to not compensation if below five (5). Probationary Patrol Officer's are not eligible for this compensation.

PLAN B: Any member of the Department employed on or after January 1, 1989, shall receive 100% tuition reimbursement plus cost of books (with receipts) upon completion of the course with a grade of "C" or better (or passing grade for a pass/fail course) for courses of study in connection with Approved Degree Programs. Under this Plan B, payment shall be made only for courses necessary to obtain an Associate's and Bachelor's degree.

PLAN C: Any member of the Department employed on or after January 1, 1997, shall receive 80% tuition reimbursement plus cost of books (with receipts) upon completion of the course with a grade of "C" or better (or a passing grade for a pass/fail course) for courses of study in connection with Approved Degree Programs. Under this Plan C, payment shall be made only for courses necessary to obtain an Associate's and Bachelor's degree.

PLAN D: In lieu of Plan A, B, or C (but not in addition thereto), any member of the Department shall receive 50% tuition reimbursement plus cost of books (with receipts) upon completion of the course with a grade of "C" or better (or passing grade for a pass/fail course) for courses of study in connection with Approved Degree Programs, or degree program(s) otherwise approved by the Township Committee. Under this Plan D, payment shall be made only for courses to a Master's Degree.

Miscellaneous Provisions:

- (1) Under all plans, it shall be the obligation of the employee to provide to the Employer official notification from the school before the end of the first semester as to the number of credits required for the degree being sought, and the precise course requirements.
- (2) Employees receiving payment under Plan A may receive benefits under Plan D (Master's Degree) provided they permanently waive the annual

payments due under Plan A. In such cases, benefits under Plan D will not be available until the calendar year following the last payment made under Plan A.

- (3) Employees who are eligible for payments under Plan A (whether or not they currently receive such payments) may receive benefits under Plan C, provided they permanently waive their entitlement to and/or payments under Plan A. In such cases, benefits under Plan C will not be available until the calendar year following the last payment made under Plan A.
- (4) Employees who have completed degree requirements under Plan B or Plan C, or who have entered the Department with an Associate's or Bachelor's Degree in an Approved Degree Program, may then receive benefits under Plan D (Masters Degree).
- (5) If the required documentation has been submitted by the employee, benefits under this Article shall be paid not later than the last pay period in February of each year.
- (6) For employees in either Plan B, C or D the Township will reimburse up to fifty dollars (\$50.00) per semester for academic fees (ie. lab fees, etc.) which are connected with the approved degree program.

ARTICLE IX
PRIVATE VEHICLES

Superior Officers will not use their own vehicles for official purposes, nor will mileage be paid therefor, except as directed by the Chief of Police, in which case payment will be at the rate of twenty cents (20 cents) per mile.

ARTICLE X
SICK LEAVE

A. Full time employees shall receive the following sick leave:

Up to one (1) year of service - 2 1/2 days per quarter.

After one (1) year of service - ten (10) days per year.

B. On the first pay period of the new year, the superior officers shall receive pay for fifty percent (50%) of any unused sick days from the prior year.

C. Each full time employee shall receive additional sick leave in the amount of three (3) days for each year of service under the following circumstances: Hospitalization, Major Illness or recuperation which requires the employee to miss more than ten (10) consecutive working days. This added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A Doctor's certification will be required to establish eligibility.

D. In addition to the sick leave granted pursuant to Paragraphs A and C, for any single major illness or hospitalization which extends more than twenty-four (24) days, paid sick leave will be granted from the twenty-fifth (25 th) day to the one hundred eighty-second (182 nd) day. Proof of the eligibility for extended benefits will be required in the form of a Doctor's certificate. The Township reserves the right to send the employee to a Township selected doctor. The expense to be paid by the Township.

ARTICLE X
SICK LEAVE (Continued)

E. Any time sick leave is taken, the annual allotment of sick time shall be utilized first prior to the use of the "Extended" sick leave granted pursuant.

ARTICLE XI

VACATIONS

Full time employees shall receive the following vacation time:

Up to one (1) year of service - One-half (1/2) day per month.

After one (1) year of service - Two (2) weeks.

After six (6) years of service - Three (3) weeks.

After eleven (11) years of service - Four (4) weeks.

With written permission prior to December 31st of any year, five (5) days of accrued vacation may be carried over to be used in the following year before June 30th. If the carried-over vacation is not used by June 30th, or an extension is not granted by the employer, said vacation shall lapse.

ARTICLE XII

LONGEVITY

The following longevity shall be paid in addition to the base salary for Superiors. This shall be paid prior to the last pay in December

after the completion of 11 years.....\$1,500.

after the completion of 16 years\$2,000

after the completion of 21 years\$2,500

Longevity shall be computed from appointment date of full time employment as a police officer for Washington Township.

ARTICLE XIII
ADDITIONAL BENEFITS

A. The Township will provide full coverage to those employees enrolled in the New Jersey Stated Health Benefits Program. Should the State of New Jersey Health Benefits Program statutes or regulations change to allow employee contributions, the Township may begin making such deductions as are permissible, up to the extent that the Township was making them under the collective bargaining agreement in effect at the time of the change in carriers.

The contract provision providing for employee contributions shall be "suspended" so long as the Township is not permitted by statute or regulation to require employee contributions, but it shall remain as part of the collective bargaining agreement, and shall become reactivated immediately in the event that the Township leaves the New Jersey State Health Benefits Program in favor of another carrier or the New Jersey State Health Benefits Program permits employee contributions.

The only time an employee may switch insurance plans is during the yearly open enrollment time period designated by the Township. The Township will notify the employees of the open enrollment period. However, the Township may, at its option, change the carrier providing health benefits to the bargaining unit if the Township meets and confers with the S.O.A. to discuss the proposed changes at least ninety (90) days prior to execution of a new insurance contract and the coverage afforded by any such new health insurance carrier provides substantially similar benefits to the New Jersey State Health Benefits Plan and a procedure for

ARTICLE XIII
ADDITIONAL BENEFITS (CONTINUED)

claims processing that is no more onerous than the carrier which is proposed to be replaced.

B. The Township shall continue such insurance coverage upon retirement for employees who retire with at least twenty-five (25) years of service in the New Jersey State Pension System and twenty (20) years of service with Washington Township (for any employee hired after January 1, 2003). . Coverage ends at the year Medicare coverage commences or 65 years of age, whichever is sooner. This provision does not apply to any officer who loses his health benefits through an illegal activity, or whose pension is cancelled for cause.

C. The Township shall provide full insurance to cover any claim of false arrest, both inside and outside of the Township.

D. While a superior is attending a required Police Training School, he shall receive an allowance of up to eight dollars (\$8.00) per day with proper dated receipts to defray the cost of meals.

E. Each full time member of the Washington Township Superior Officers Association shall be entitled to two (2) personal days with pay each year.

F. Each superior shall receive an allowance of nine hundred dollars (\$900.00) per year for each of the years 2003, 2004 and 2005 for the purpose of acquisition and maintenance of uniforms and equipment.

ARTICLE XIV
END OF EMPLOYMENT

At the end of employment, the employee shall be compensated for any and all unused earned vacation days and holidays. This compensation shall be at the rate of salary for that employee at the time earned.

ARTICLE XV

This contract (*agreement*) does not replace the Washington Township Police Department Rules and Regulations, except that the contract will supersede and survive any and all Rules and Regulations when there arises a conflict between this contract and said Rules and Regulations.

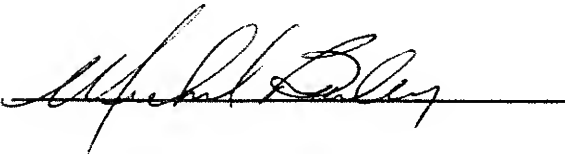
ATTEST:


Dianne S. Gallets, Clerk

TOWNSHIP OF WASHINGTON


John Krickus, Mayor

ATTEST:



WASHINGTON TOWNSHIP
SUPERIOR OFFICERS' ASSOC.

